

Complete Donkey Policy



Carriagehouse Insurance Equestrian Specialists
The Predictable Helping You with the Unpredictable!

COMPLETE DONKEY INSURANCE POLICY

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HELPFUL AND IMPORTANT INFORMATION ABOUT YOUR INSURANCE

When drawing up this Policy, **we** have relied on the information and statements which **you** have provided in the Proposal Form (or declaration or statement) on the date shown in the Schedule.

Insurance does not cover **you** and **your** property against everything that can happen so please read the whole document carefully. It is arranged in different Sections. It is important that

- **you** are clear which Section(s) **you** have requested and want to be included;
- **you** are clear what each Section covers and does not cover;
- **you** understand **your** own duties under each Section and under this contract of insurance as a whole;
- **you** should keep this contract of insurance in a safe place.

If **you** have any concerns **you** should contact Carriagehouse Insurance Services.

THE SCHEDULE

The Schedule is evidence of **your** contract of insurance with **Insurers**. It shows details of **you**, the items insured, the sums insured of items insured, the period of insurance and the Section(s) of this insurance which apply.

ENDORSEMENT

A variation in the terms and Conditions (or change of details) of **your** Schedule.

LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Notice to **you** - The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless **we** agree otherwise the language of this Insurance Contract and all communications relating to it will be in English.

COOLING OFF PERIOD

You are entitled to cancel this insurance by writing to Carriagehouse Insurance Services (which shall be deemed notice to **Insurers**) within fourteen (14) days of either:-

1. the date **you** receive **your** insurance documentation; or
2. the start of the period of insurance

whichever is the later. If **you** wish to cancel and the insurance cover has not commenced **you** are entitled to a full refund of the premium paid.

CANCELLATION RIGHTS (see General Condition 17 on Page 6)

1. **You** can cancel this Policy at any time by writing to Carriagehouse Insurance Services (which shall be deemed notice to **Insurers**). After the Cooling Off Period any return premium due to **you** will depend on how long the Policy has been in force, whether **you** have made a claim and the Section(s) **you** have purchased.
2. **We** can cancel this Policy by giving **you** fourteen (14) days' notice in writing. Any return premium due to **you** will depend on how long this Policy has been in force.

AVERAGE CLAUSE

This Policy is subject to the condition of average. That is to say, if the property covered by this insurance at the time of any loss, is of greater value than the sum insured, **you** will only be entitled to recover such proportion of the loss as the sum insured bears to the total value of the property.

This clause does not apply to those items insured on an Agreed Value basis.

Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding the **Insured** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

DEFINITIONS

Wherever the following words appear in **bold** in this insurance they will have the following meanings:

Accidental, external injury means

An illness, injury, lameness, disease or physical disability resulting from an external, visible and violent accident

Alternative treatment means

The cost of any examination, consultation, advice, test and legally prescribed medication for the following procedures where they treat an illness or injury:

- Acupuncture, chiropractic manipulation, herbal medicine, homeopathy, nutraceuticals, osteopathy, physiotherapy, remedial farriery
The treatment must be carried out by either a **Veterinary Surgeon** or on a **Veterinary Surgeon's** referral by a therapist who holds a nationally recognised qualification in their subject or a farrier who is a member of the National Association of Farriers Blacksmiths and Agricultural Engineers (NAFBAE) or a member of the Farriers Registration Council (FRC);
- Hydrotherapy carried out by either a **Veterinary Surgeon** or a therapist following referral by **your** usual **Veterinary Surgeon**

Carriage means

A vehicle with wheels drawn by one or more **donkey(s)** or a sleigh specifically designed to be drawn by one or more **donkey(s)**

Current Market Value means

The price at which ownership of the **Donkey** or **Harness/Carriage/Trailer** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts

Employee means

Any person employed by **you** under a contract of service or apprenticeship or any person **you** have the right to instruct in the performance of their duties

Excess means

The amount **you** will have to pay towards each and every separate claim

Family means

You, your spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner (cohabiting at the same address for a continuous period of at least 6 months), dependent children and other relatives who permanently live with **you**

Donkey means

Whole or part interest of the Donkey or Donkeys specified in the Schedule

Immediate Family means

You, your spouse (meaning a legal husband/wife or civil partnership relationship), dependent children, dependent grandchildren, grandfather, grandmother, stepfather, stepmother, brother, sister, half brother or half sister

Insurer means

Catlin Insurance Company (UK) Ltd.

Catlin Insurance Company (UK) Ltd. is authorised and regulated by the Financial Services Authority (Firm Reference No. 423308)

Post-Mortem means

A post-mortem, which shall include a necropsy examination, made by a **veterinary surgeon** including, but not limited to establishing the identity, the cause of death or the reason for the **humane destruction** of the **donkey**

Slaughter for Humane Reasons means

Slaughter or destruction of the **donkey** due to an injury or it being afflicted with an excessively painful disease, and a **veterinary surgeon** is able to give a certificate confirming that the suffering of the **donkey** is incurable and so excessive that immediate destruction was imperative for humane reasons to prevent further suffering

Third Party means

A person other than **you** or a member of **your immediate family**

Veterinary Surgeon and or **Veterinarian** means

A person experienced in equine practice with a currently valid licence, issued by the appropriate governing agency, allowing him to practise veterinary medicine

United Kingdom means

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries

We / us / our means

Carriagehouse Insurance Services, acting as Underwriting and Claims Administrators on behalf of **your insurer**

You / your / Insured means

The person or persons, partnership, corporation or organization named in the Schedule and all members of **your immediate family**

YOUR OBLIGATIONS AND DUTIES

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or accidents and keep all property insured in a good state of repair.
2. **You** must then follow the recommendations made by the attending **veterinary surgeon** or any second opinion as to treatment, rest and rehabilitation of any insured **donkey**.
3. **You** must tell Carriagehouse Insurance Services (which shall be deemed notice to **Insurers**) as soon as practicable if **you** stop using **your donkey** for the purpose stated on the Schedule for Class of Use. When **we** receive notice **we** have the option to change the terms and/or conditions of this Policy.

If **you** fail to comply with any of the above duties this Policy may become invalid.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Conditions 1 to 11 are conditions precedent to liability

- 1) At the commencement of this insurance, the insured **donkey** is, with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by **us**, in sound health and free from any illness, injury, lameness, disease or physical disability unless disclosed and accepted by **us**.

This condition precedent shall also apply in respect of:

- Any additional sums insured on the **donkey** already insured: and/or
- Any **donkey** added to this insurance: and/or
- Any other extension of or addition to coverage

In any of the above cases, this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

- 2) At the commencement of this Policy **you** must be the sole owner of all the **donkey(s)** insured, or have advised us of **your** proportionate interest in each **donkey** not wholly owned. This Policy shall cease to cover the **donkey** immediately when **you** sell the **donkey** or part with any interest in the **donkey**, whether temporarily or permanently.
- 3) **You** must provide proper care and attention for all insured **donkey(s)** at all times and they must be regularly wormed in accordance with recommended veterinary advice and inoculated against tetanus. **You** must also undertake all routine/ medical care and dental treatment.
- 4) **You** must maintain **your** property in good condition and repair and take all reasonable steps to prevent injury, loss or damage.
- 5) At **your** own expense **you** must immediately employ a **Veterinary Surgeon** in the event of any illness, injury, lameness, disease or physical disability of any **donkey** covered by this Policy. **You** must follow the treatment and rehabilitation recommended by the **Veterinary Surgeon(s)**. **You** must allow removal of any animal for treatment if this is required by **us**.
- 6) If an insured **donkey** dies or is destroyed **you** must, at **your** own expense, immediately arrange for a **Post-Mortem** examination by a qualified **Veterinary Surgeon**, and submit a copy of this to **us** unless otherwise advised.
- 7) In the event of any accident, illness, injury, lameness, disease or physical disability suffered by or involving the insured **donkey**, **you** must, immediately, advise **us** by telephone, e-mail or fax as specified in the Schedule.
- 8) **You** must notify **us** as specified in the Schedule immediately, in the event of any occurrence likely to give rise to a claim under any Section of this Policy including but not limited to any incidents involving accidents, third party injury or property damage, any thefts or attempted thefts.
- 9) In respect of any accident, illness, injury, lameness, disease or physical disability, no admission, offer, promise, payment or indemnity shall be made or given without **our** written consent.
- 10) An insured **donkey** must not be used for any purpose other than those included in the Schedule without **our** written consent.

- 11) **You** shall give notice to **us** of any alternation or circumstance which materially effects the risks insured under this Policy and until **we** are advised of such alteration or circumstance and **we** have expressly agreed in writing to accept liability for such altered risk and **you** have paid or agreed to pay the additional premium, if any, **we** shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.

Conditions 1-11 apply if you or others who have care, custody or control of the donkey(s) insured, have knowledge of such events or ought reasonably to know about them

- 12) This Policy and the Schedule and any endorsements shall read as one contract.
- 13) If at any time, any claim arises under this Policy and there is any other insurance covering, irrespective of the existence of any similar condition or exclusion relating to non-contribution, the same liability, loss or damage, **we** will not be liable to contribute more than our rateable proportion
- 14) If any claim or statement made is in any respect unfounded or fraudulent, all benefit under this Policy may be forfeited.
- 15) If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such differences shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against **us**.
- (This Condition does not apply to Sections 6, 7, 8 & 9 and it does not affect **your** right of to refer a Complaint to the Financial Ombudsman Services if **you** are eligible to do so).
- 16) The observation by **you** of the terms of this Policy and the truth to the best of **your** knowledge and belief of the statements and answers in the proposal are conditions precedent to **Insurers** liability.
- 17) This Policy may be cancelled at any time during the period of insurance.
- A return premium will be given for Sections 2, 3, 4, 6, 8 (for carriages) & 9 only provided that no claim has been made under any of these Section(s) of this Policy and any return premium will be calculated on a proportionate basis.
 - No return of premium will be allowed for Section(s) 1, 5, 7, 8 (for Accessories) & 10 after the Cooling Off Period.
- 18) If this Policy covers **your carriages**, saddles, bridles, harness and other items of riding tack, loss by theft will only be covered if they are kept in a securely locked private house or in a securely locked building, when not in use. Keeping these items in or on a trailer does not constitute acceptable security within the terms of this Policy. Donkey or carriage trailers must be secured when not in use by a wheel clamp or hitch lock

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Existing and Deliberate Damage

We will not pay for physical loss or damage

- occurring before cover starts or arising from an event before cover starts;
- caused deliberately by **you** or any member of **your Family**.

Biological and Chemical Contamination Clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to or arising from Biological or Chemical contamination due to or arising from

- i) Terrorism;
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'Terrorism' means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Loss of Value

We will not pay for any reduction in value of item insured following repair or replacement paid for under this Policy.

Wear and Tear

We will not pay for damage caused by wear and tear.

On the basis of the information **you** have given in the proposal, in return for payment of the premium when it falls due, **Insurers** will indemnify **you** for loss occurring during the period of this Policy up to but not exceeding the Sum(s) Insured specified in the Schedule, but only for the Section(s) shown under 'Sections Operational' in the Schedule.

Payment is always subject to the terms, Exclusions and Conditions of the Policy.

The Policy is operative only within the **United Kingdom**, unless specified otherwise in **your** Schedule.

SECTION 1 - LEGAL LIABILITY PER DONKEY(S) NAMED IN THE SCHEDULE

COVER PROVIDED

We will indemnify **you** against liability at law for physical damage and claimant's costs and expenses in respect of accidental:

- i. bodily injury of any person
- ii. loss of, or damage to, material property

which occurs anywhere in the **United Kingdom**, during the period of insurance caused by, or arising in connection with any **donkey** and / or **carriage** described in the Schedule.

We will treat as the **Insured**, any person who with **your** permission is driving or has care custody or, control of any **donkey** described in the Schedule, provided that such person shall observe the terms of this Policy so far as they can apply.

We will also pay all costs and expenses incurred with **Insurers** written consent and relating to any claim which may be the subject of indemnity under this Section. If a payment in excess of the amount of indemnity available under this Section is made to dispose of a claim, then our liability for costs and expenses will be limited to the proportion that the indemnity hereunder bears to the claim.

ADDITIONAL EXCLUSIONS APPLICABLE TO SECTION 1

This Section does not insure

- 1) Death, bodily injury, illness or disease sustained by an **employee**, when such injury or disease arises out of and in the course of their employment by **you** or an **immediate family** member;
- 2) Physical loss of or damage to property belonging to or in the care, custody, or control of **you**, **your immediate family** or **your employee(s)**;
- 3) Liability arising directly or indirectly by leaving **your donkey** unattended whilst harnessed to a **carriage**;
- 4) Liability arising directly or indirectly through, or in connection with, the ownership possession or use by **you** or on **your** behalf of any mechanically propelled vehicle, aircraft or watercraft;
- 5) Loss or damage to fences or growing crops caused by an insured **donkey** whilst being ridden or driven;
- 6) Liability arising directly or indirectly by the hiring out of any **donkey** by **you**, without our written consent or its use by any riding establishment;
- 7) Liability attaching to **you** solely by reason of an express term of any contract unless the liability would have attached to **you** even in the absence of such an agreement;
- 8) Liability arising directly or indirectly from **your** trade, business or profession;
- 9) Liability incurred whilst any **donkey** is on, or in the vicinity of a racecourse and / or participating in any form of race without **our** previous written consent;
- 10) Liability arising from the serving or attempting to serve a mare by a stallion, or from any activity involving Artificial Insemination;
- 11) Injury to anyone in the **carriage**;
- 12) If at any time, any claim arises under this Policy and there is any other insurance covering the same liability, loss or damage, **Insurers** will not be liable to contribute more than their rateable proportion;
- 13) The first £150 of each property damage claim;

- 14) Any compensation costs and expenses if someone is riding **your donkey** for professional lessons or riding at a riding establishment unless that person is a member of **your immediate family**.

GENERAL CONDITIONS APPLICABLE TO SECTION 1

- 1) Every letter, claim writ, summons, legal process or other document shall be immediately forwarded to **us** by **you** unanswered;
- 2) No admission, offer, promise, payment or indemnity shall be made or given without **our** written consent;
- 3) **We** shall be entitled to take over and conduct in **your** name, the defence or settlement of any claim, or to prosecute in **your** name for own benefit, any claim for indemnity, or damages, or otherwise and shall have full discretion in the conduct of any proceedings, and in the settlement of any claim;
- 4) In connection with any claim, or series of claims, **we** may at any time pay **you** the amount of the limit of indemnity (after the deduction of any sum(s) already paid as compensation), or any lesser amount for which such claim(s) can be settled; and upon such payment being made **we** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

SECTION 2a - DEATH OF DONKEY

COVER PROVIDED

We will pay the lesser of the **current market value** or the sum insured specified in the Schedule, provided any claim is supported by proof of purchase and/or valuation if requested, in the event of the death or **slaughter for humane reasons** of any insured **donkey**, resulting from an illness, injury, lameness or disease first occurring and first manifesting itself during the period of insurance; provided death or **slaughter for humane reasons** occurs during the same period of insurance or within twelve (12) months of the date of onset of the injury or illness.

ADDITIONAL EXCLUSIONS APPLICABLE TO SECTION 2a

Together with any exclusions specified on **your** Schedule this Section does not insure:

- 1) Slaughter without **our** prior consent unless it is the opinion of a **veterinary surgeon** that immediate slaughter is necessary for humane reasons;
- 2) Destruction under the order of any government, local authority or any other body having jurisdiction;
- 3) Any surgical operation, unless carried out by a qualified **veterinary surgeon** in an immediate attempt to save the life of an insured **donkey**, or unless previously agreed by **us**;
- 4) The use of any insured **donkey** for any purpose other than those within the Class of Use specified in the Schedule or in endorsements to the Schedule;
- 5) The administration of drugs or medication unless required because of accident, injury, illness or disease first occurring and first manifesting itself in the period of insurance and administered by, or at the direction of, a **veterinary surgeon**. Medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink;
- 6) Malicious or wilful injury or criminal or intentional acts or omissions by **you, your immediate family, representatives, agents, employee(s), veterinary surgeon, bailees** or other persons who have care, custody or control of the **donkey**;
- 7) The resulting unfitness or incapacity of the insured **donkey** to fulfil the functions or duties for which the **donkey** is kept, following an accident, illness, injury or disease;
- 8) Claims or related fees in respect of any condition or disability already in existence when the **donkey** was first insured by this twelve (12) month Policy;
- 9) Death claims for **donkey(s)** aged 20 to 25 years inclusive, arising from Cushings, Navicular and degenerative diseases;

SECTION 2b - THEFT and STRAYING

COVER PROVIDED

We will pay the lesser of the **current market value** or the sum insured specified in the Schedule, provided any claim is supported by proof of purchase and/or valuation if requested, following the loss of any insured **donkey** by theft or straying during the period of insurance, where the **donkey** is not recovered within ninety (90) days.

We will also pay an amount not exceeding £200 for each insured **donkey**, after prior written agreement, during the period of insurance to cover the cost of advertising for lost or strayed **donkey(s)** and payment of a reward which leads to recovery.

ADDITIONAL CONDITIONS APPLICABLE TO SECTION 2b

In the event of theft, or attempted theft, of any insured **donkey you** must immediately notify the police.

ADDITIONAL EXCLUSION APPLICABLE TO SECTION 2b

This Policy Section does not insure any loss directly or indirectly arising from unexplained disappearance or voluntary parting of possession of or title to the **donkey** as a result of **you**, or other persons who have care, custody or control of the **donkey**, being induced by fraud, trickery or similar false pretences.

SECTION 3 - VETERINARY FEES

COVER PROVIDED

We will pay up to the amount stated in the Schedule per claim, for each **donkey** specified in the Schedule, in respect of;

- 1) Fees incurred for the attendance and treatment by a qualified **veterinary surgeon** following an accidental injury, lameness, illness, or disease first occurring and first manifesting itself during the period of insurance and advised immediately to Carriagehouse Insurance Services and in any event before the expiration of this Policy. Claims must be supported by detailed invoices and a detailed written report by both the attending **veterinary surgeon** and, if used, the referral **veterinary surgeon**, unless specifically agreed otherwise by **us**.
- 2) Fees incurred following emergency referral to a specialist veterinary Equine Unit/Clinic where such referral is necessary to save the insured **donkey(s)** life and recommended by attending **veterinary surgeon**.
- 3) Diagnostic and treatment fees incurred following referral to a specialist veterinary Equine Unit/Clinic provided this is both recommended by:
 - **your attending veterinary surgeon** and
 - agreed in advance by **us** or **our veterinary surgeon** and/or the referral practice.
- 4) Fees incurred for **alternative treatment** recommended by the attending **veterinary surgeon** and provided that prior agreement has been obtained from **us**.

ADDITIONAL CONDITIONS

- 1) This Section only covers accidental injury, lameness, illness, or disease occurring during the period of insurance and subsequent fees which occur within twelve (12) calendar months of the date of accidental injury, lameness, illness, or disease.
- 2) **We** reserve the right to limit payments for **alternative treatment** to £500, unless authorised by **us** and/or **our** advising **veterinary surgeon** in writing prior to the commencement of treatment. Cover for this will cease once the insured **donkey** has returned to its normal healthy condition.
- 3) In addition to and after application of the excess specified below, **you** shall bear at **your** own risk as uninsured 25% of the costs for CAT, MRI and bone scintigraphy scans.
- 4) In addition to any reports normally required, a further report must be submitted to **us** prior to the insured **donkey** being referred for CAT, MRI and bone scintigraphy scans to obtain prior agreement to these techniques being covered.
- 5) If any lameness, illness, injury or disease is found to have been caused by or to be related to any other, then the twelve (12) month period will start from the date when the clinical signs of the initial condition were first manifested.

- 6) If during the investigations for the original cause of lameness, injury, illness or disease it becomes apparent that there are multiple problems, then these will be treated as one claim unless agreed otherwise by **us** in writing.

ADDITIONAL EXCLUSIONS

This Section does not insure:

- 1) More than the maximum benefit for each illness, injury, lameness (including multiple limb lameness), disease or physical disability that is not related to any other illness, injury, lameness, disease or physical disability
- 2) Any fees directly or indirectly arising from or attributable to a condition becoming apparent within forty five (45) days in inception of an original Policy with **Insurers** which, in the option of **our veterinary surgeon** may have been concealed by the presence of non steroid anti-inflammatory or analgesic medication, unless a blood test has been carried out at inception and the results have been shown to be negative for the medications as stated above;
- 3) Fees in respect of normal foaling, castrations, any preventative inoculation, routine or age related dentistry, back manipulation or husbandry otherwise regarded as general care and maintenance of the health of **your donkey**;
- 4) Fees which are not necessitated by an accidental injury, lameness, illness or disease;
- 5) Fees in respect of any condition or disability already in existence when the **donkey** was first insured by this Policy;
- 6) Any costs incurred for husbandry (i.e. bedding and feed), livery and transportation, unless at **our** specific request;
- 7) The cost of stabling, grazing, feeding or any changes in the way **you** look after **your donkey** other than when **your donkey** is hospitalised.
- 8) More than 50% of the livery and nursing costs when **your donkey** is hospitalised.
- 9) More than £100 for shoeing and/or the care of **your donkey's** feet.
- 10) Any costs incurred for euthanasia, post-mortem examinations, reports, removal and disposal of the carcass and any cremation fees;
- 11) The excess for Section 4 is either £125 or £300 as specified within your schedule
- 12) In respect of **donkey(s)** aged 20 to 25 years inclusive, claims arising from Navicular, Cushings disease or from degenerative diseases.
- 13) Fees in respect of diagnostic and treatment fees incurred following referral to a specialist veterinary equine Unit/Clinic unless agreed in advance by **us**.
- 14) The cost of treatment, which is not veterinary treatment or **alternative treatment**, that **you** could carry out yourself, unless the **veterinary surgeon** confirms that a **veterinary surgeon** or a member of a veterinary practice must carry this out, regardless of **your** personal circumstances.

SECTION 4 - PERSONAL ACCIDENT

COVER PROVIDED

We will pay the benefits below if at any time during the period of insurance **you** or any person using the **donkey** with **your** permission whilst riding, driving or in control of any **donkey** described in the Schedule shall sustain Accidental Bodily Injury which solely and independently of any other cause results in Death or Disablement within twelve (12) calendar months from the date of the accident causing such injury.

TABLE OF COVER

1)	Accidental Death	£10,000 (£7,500 for anyone under 14 years)
2)	Loss of sight in one or both eyes and/or Loss of one or more limbs	£10,000
3)	Permanent Total Disablement	£10,000

4) Dental Treatment

up to £1,500

ADDITIONAL DEFINITIONS APPLICABLE TO THIS SECTION

Loss of Limb(s) means

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrevocable loss of use of hand, arm or leg.

Loss of Sight means

The permanent and total loss of sight which shall be considered as having occurred

1. in both eyes if **you** or an injured person is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
2. in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale.

Permanent Total Disability means

Disablement (other than **Loss of Limb(s)** or **Loss of Sight** or speech or hearing) which in the opinion of a qualified medical practitioner prevents **you** or an injured person from engaging in their usual occupation lasting for twelve (12) consecutive months and at the end of that time is without the expectation of recovery.

Dental Treatment means

Expenses necessarily incurred as a result of treatment following **you** or an injured person sustaining an injury.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

No claim will be payable under more than one item in the Table of Cover, items 1-3, in respect of the consequence of one accident. Benefit 4 will be payable in addition to and irrespective of an amount claimed under items 1-3. In the event that an accident covered hereunder should result in the death of the **insured** within 12 calendar months of the date of the accident and prior to the definite settlement of the compensation for the disablement, they will be paid instead of the latter the compensation payable in the case of death;

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS SECTION

This Section does not insure death, disablement or dental treatment:

- 1) If the insured person has not reached their 5th birthday or has reached their 70th birthday unless previously agreed by **us**;
- 2) If **you** or any person using the **donkey** with permission has any known or obvious physical defect or infirmity, unless previously agreed by **us**;
- 3) Directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) or suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or the **insured's** own criminal act;
- 4) Sustained whilst **you** or an injured person is engaged in racing of any kind;
- 5) If any **donkey** specified in the Schedule is hired out by **you your immediate family** or **employee(s)** without our written consent or used by any riding establishment;
- 6) If the consequence of an accident is aggravated by any physical disability or condition of **you** or an injured person which existed before the accident occurred. The amount of any compensation payable under this insurance in respect of the consequences of the accident shall be the amount reasonably considered would have been payable if such consequences had not been so aggravated.
- 7) The first £100 of any dental fees claim.

We will not be liable for expenses incurred in respect of any dental treatment that is being followed prior to the time of the accident, and any expenses for corrective dental treatment that would, but for the existence of this Policy, be treated in the normal course of events.

SECTION 5 - DRIVING HARNESS

COVER PROVIDED

We will pay **you** the lesser of:

- i. the **current market value** of the harness; or
- ii. the sum insured specified in the Schedule for the harness for all risks of physical loss or damage to harness, during the period of insurance provided that:
 - 1) All articles of harness are declared;
 - 2) Any claim is supported by proof of purchase and/or valuation, if requested;
 - 3) Whilst not in use, all items are kept in either a securely locked private house or in a securely locked building or if **you** are away from home competing, out of sight in a locked or attended vehicle.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) **We** may choose to provide indemnity by payment, repair or replacement.
- 2) In the event of theft or attempted theft of any item, **you** must immediately contact the police.
- 3) If an insured item is a set or pair, **we** will not pay more than the value of any part that may be lost or damaged, nor more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has a pair or set.
- 4) In the event of theft of harness **we** will pay for the items stolen if they are not recovered within thirty (30) days.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS SECTION

This Section does not insure:

- 1) Clippers, clothing and personal effects;
- 2) Loss or damage arising from or caused by vermin, domestic animals, moth, mildew, wear and tear or the actual process of cleaning, dyeing, repairing, restoring, or altering any item;
- 3) Unexplained disappearance or voluntary parting of possession of or title to the harness as a result of **you**, or other persons who have care, custody or control of the harness being induced by fraud, trickery or similar false pretences;
- 4) Malicious damage caused by the **insured**, their families or **employee(s)**;
- 5) Theft unless force and violence is used to gain entry or exit from the building;
- 6) Accidental physical loss or damage to harness whilst being used by a riding establishment;
- 7) The first £100 of each claim and £150 in respect of theft claims.

SECTION 6 - SADDLERY AND TACK

COVER PROVIDED

We will pay for loss or physical damage to saddlery and tack belonging to **you** and other members of **your immediate family** provided that:

- 1) **Our** liability does not exceed the **current market value** or the sum insured specified in the Schedule whichever is the lesser amount;
- 2) The most **we** will pay is the sum insured as specified in the Schedule and this is the total amount payable during the period of insurance;
- 3) No article is of greater value than £500 unless specified in the Schedule;
- 4) Any claim is supported by proof of purchase and/or a valuation, if requested;
- 5) Whilst not in use, all items are kept in either a securely locked private house or in a securely locked building or if **you** are away from home competing, out of sight in a locked or attended vehicle.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) In the event of theft **we** will pay for the items stolen if they are not recovered within thirty (30) days.

- 2) **We** may choose to provide indemnity by payment, repair or replacement.
- 3) If an insured item is a set or a pair, **we** will not pay more than the value of any part that may be lost or damaged, not more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has a pair or set.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS SECTION

This Section does not insure:

- 1) Clippers, clothing and personal effects;
- 2) Rugs when lost or damaged by theft, unless force and violence is used to gain entry or exit from a securely locked building;
- 3) Loss or damage arising from or caused by moth, mildew, wear and tear, or the actual process of cleaning, dyeing, repairing, restoring or altering of any item;
- 4) Any physical loss or damage by theft unless force and violence is used to gain entry or exit from a securely locked building or securely locked vehicle as detailed in Exclusion 5 below;
- 5) Loss or damage by theft of saddlery and tack left in an unattended vehicle unless it is out of sight in a locked car boot or securely locked horsebox whilst temporarily removed from a private house or locked building;
- 6) Loss or damage to saddlery and tack whilst being used by a riding establishment;
- 7) Unexplained disappearance or voluntary parting of possession of or title to the harness as a result of **you**, or other persons who have care, custody or control of the harness being induced by fraud, trickery or similar false pretences;
- 8) Malicious damage caused by **you, your family or employee(s)**;
- 9) The first £100 of each claim and £150 in respect of theft claims.

SECTION 7 - DONKEY DRAWN CARRIAGES AND ACCESSORIES

COVER PROVIDED

We will pay **you** the lesser of the **current market value** of the **carriage** or the sum insured specified in the Schedule for the **carriage** for loss or damage as a result of fire, storm, theft, malicious damage or accidental damage during the period of insurance. In addition, **we** will pay, provided there is a sum insured specified in the Schedule for accessories which include items such as whips, carriage lamps and spare cases.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) Any claim is supported by proof of purchase and/or valuation, if requested.
- 1) For Agreed Value **carriages** it is still **your** duty to maintain their property in good condition and repair and failure to do so may effect the valuation.
- 2) All **carriages** are kept, whilst not in use, in a securely locked building unless otherwise agreed in writing by **us**.
- 3) In the event of theft of any **carriage we** will pay for the items stolen if they are not recovered within thirty (30) days,
- 4) If an insured item is a pair or a set, **we** will not pay more than the value of any part that may be lost or damaged, nor more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has a pair or set.
- 5) **We** may choose to provide indemnity by payment, reinstatement, repair or replacement.
- 6) No accessory is of greater value than £500 unless specified in the Schedule.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS SECTION

This Section does not insure:

- 1) Theft of **carriages** whilst not in use from either unlocked premises or buildings or if stored on trailers or in motorised donkey boxes, unless away from home competing;
- 2) Malicious damage caused by the **you, your family** or **employee(s)** or any malicious damage which occurs to the **carriage** if it is not in a securely locked building, unless away from home competing;
- 3) Loss or damage to property in the open arising from or caused by storm damage;
- 4) Loss or damage arising from or caused by moths, mildew, wear and tear, or the actual process of cleaning, dyeing, repairing, restoring or altering of any item or vehicle;
- 5) Losses arising directly or indirectly from the use of any **carriage** specified in the Schedule by a riding establishment;
- 6) Expenses arising from transporting of any **carriage** to or from any repairer or restorer;
- 7) Unexplained disappearance or voluntary parting of possession of or title to the **carriage** as a result of **you**, or other persons who have care, custody or control of the **carriage** being induced by fraud, trickery or similar false pretences;
- 8) The first £100 of each claim and £150 in respect of theft claims.

SECTION 8a - DAMAGE TO DONKEY TRAILERS

COVER PROVIDED

We will pay **you** the **current market value**, sum insured or the cost of repairs which ever is the lesser amount, for loss or damage during the period of insurance to any **donkey** trailer specified in the Schedule and used by **you** for private purposes as a result of fire, theft or accidental damage.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) **We** may choose to provide Indemnity by payment, repair or replacement.
- 2) In the event of theft **we** will pay for the items stolen if they are not recovered within forty five (45) days.
- 3) **We** will make a deduction for depreciation and this will be calculated at 10% per year from the date of purchase of any insured **donkey** trailer.
- 4) The trailer must be secured when not in use by a wheel clamp or hitch lock.

ADDITIONAL EXCLUSIONS APPLICABLE TO SECTION 9a

This Section does not insure:

- 1) Theft of the trailer from an unlocked building or premises unless the trailer is wheel clamped or secured with a hitch lock as described in Additional Condition 4) to Section 8 Donkey Trailers;
- 2) Loss or damage arising from or caused by weathering, moth, mildew, or the actual process of cleaning, dyeing, repairing, restoring; or altering of any item or vehicle;
- 3) Loss or damage arising from or caused by mechanical or electrical breakdown or failure;
- 4) Damage to tyres arising from or caused by road puncture, cuts or bursts;
- 5) Unexplained disappearance or voluntary parting of possession of or title to the trailer as a result of **you**, or other persons who have care, custody or control of the **carriage** being induced by fraud, trickery or similar false pretences;
- 6) The first £100 of each claim and £150 in respect of theft claims.

SECTION 8b - PUBLIC LIABILITY FOR DONKEY TRAILERS

COVER PROVIDED

Insurers will indemnify **you** against liability at law for damages and claimants costs and expenses in respect of accidental:

- i. **Bodily injury** of any person;

- ii. Loss of, or damage to material property;

which occurs anywhere in the **United Kingdom** during the period of insurance and is caused by, or arising in connection with. Any donkey trailer owned by **you**, or for which **you** are responsible except whilst it is attached to a vehicle.

Insurers liability for damages under this Section shall not exceed £1,000,000 in respect of any one occurrence.

We will treat as though insured any person who with **your** permission has custody or control of any vehicle owned by **you** and specified in the Schedule.

COSTS AND EXPENSES

We will also pay all costs and expenses incurred with **our** written consent and relating to any claim which may be the subject of indemnity under this Section. If a payment in excess of the amount of indemnity available under this Section is made to dispose of a claim, then **our** liability for costs and expenses will be limited to the proportion that the indemnity bears to the claim payments.

ADDITIONAL EXCLUSIONS APPLICABLE TO SECTION 8b

This Section does not insure:

- 1) Death, bodily injury, illness or disease sustained by any person under a contract of service or apprenticeship with **you**, when such injury or disease arises out of and in the course of their employment by **you** or an **immediate family** member;
- 2) Loss of or damage to property belonging to or in the care, custody, or control of **you, your immediate family or your employee(s)**;
- 3) Liability arising directly or indirectly by, through, or in connection with the ownership, possession or use by **you** or on **your** behalf, of any mechanically propelled vehicle, aircraft or watercraft;
- 4) Liability arising directly or indirectly by, through, or in connection with the carrying on of any trade business or profession or the carrying of passengers for hire or reward;
- 5) Liability attaching to **you** solely by reason of an express term of any contract unless the liability would have attached to **you** in the absence of such agreement;
- 6) Liability incurred whilst the insured **donkey** trailers are either attached to a motor towing vehicle or having broken free from the towing vehicle;
- 7) The first £150 of each property damage claim.

SECTION 9 - TRANSPORTATION COSTS

COVER PROVIDED

Subject to a claim being made and agreed for either **veterinary surgeon** fees or death of **donkey** or **carriage** repairs, **we** will pay the resulting costs for:

- i. Removal of carcass of an insured **donkey** subject to receipt of death certificate up to a limit of £300;
- ii. Transport to veterinary hospital of an insured **donkey** up to annual limit of £150;
- iii. Transport of an insured **carriage** to the repairers up to annual limit of £150.

Cover for Item (ii) and (iii) are subject to receipt of either:

- 1) Vehicle hire or transporter's invoice;
- 2) Confirmation of mileage from home, to veterinary hospital/repairers and return, mileage shall be paid by **us** at 20p per loaded mile unless otherwise agreed by **us**;
- 3) With regard to transport to either veterinary hospital or to the **carriage** repairers, the Policy excess on Section 3 Veterinary Fees or Section 7 - Carriages, must be exceeded for a claim to be made for transportation costs.

CLAIMS PROCEDURE

WHAT TO DO IN THE EVENT OF A CLAIM

CLAIMS REPORTING

For all claims **you** must advise Carriagehouse Insurance Services as soon as practicable either by phone: **01206 337388**, by fax: **01206 337422**, by email: carriagehouseinsurance@btopenworld.com or via our website: www.carriagehouseinsurance.co.uk

FOR ALL CLAIMS

- 1) **You** must take all reasonable care to limit any further loss, damage or injury.
- 2) **You** must complete and return a claim form which **we** will supply.

LEGAL LIABILITY CLAIMS

1. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
2. **You** shall give all necessary information and assistance to enable **us** to settle or resist any claim or to institute proceeding.
3. **You** must provide any witness details and assist us in contacting them for statements if required.
4. **You** must forward to Carriagehouse Insurance Services (which shall be deemed notice to **Insurers**) any third party correspondence, writ, summons or other legal process issued or commence against **you**.
5. **We** will take full responsibility for conducting, defending or settling any claim in **your** name.
6. If liability is accepted for third party property damage, **you** will be required to send **us your** excess.

THEFT CLAIMS

1. **You** must inform the Police immediately following a break in or theft or attempted theft and then assist them with their investigations. **You** will be required to supply a crime reference and details of the attending Police when **you** submit **your** completed claim form.
2. **We** recommend that **you** take photographs of any evidence of the breaking or damage to property that occurred during the break in.
3. **You** will be required to send in estimates for values for any items of saddlery or accessories stolen, subject to the limits detailed on the Schedule. **You** may be required to provide proof of valuation on any items specified in the Schedule that are stolen.

ACCIDENTAL DAMAGE CLAIMS

1. **You** must submit estimates for the costs of repairs.
2. **We** reserve the right to either repair, replace or to make a cash settlement.
3. **You** must not abandon any property to **us** without **our** written permission.

DEATH, VETERINARY FEES AND COMPLIANCE WITH VETERINARY ADVICE

If **your donkey** is ill, lame or has an accident, it is **your** duty to immediately seek the advice of **your veterinary surgeon**. **You** must then follow the recommendations made by the attending **veterinary surgeon** or any second opinion or referral practice as to treatment, rest and rehabilitation.

1. **You** must obtain and forward a completed **veterinary surgeon's** report form, which **we** will supply, and copies of the referral vet's reports.
2. **You** must submit copies of the itemised invoices.
3. **You** must obtain prior authorisation for certain diagnostic work including MRI and Bone Scintigraphy scans. Additional reports from **your veterinary surgeon(s)** will be requested.
4. Should the insured donkey die, or be euthanased, **you** must arrange to **your** own expense, for a **veterinary surgeon** to certify the cause of death by **post mortem** examination, unless otherwise agreed by **us**.
5. Once **we** agree and settle **your** claim, **we** will pay the agreed amount less **your** excess and any amounts not covered by this Policy.

PERSONAL ACCIDENT AND DENTAL TREATMENT

1. If disablement results or may result **you** must place yourself as early as possible under the care of a qualified medical practitioner.
2. For dental treatment, **you** must submit itemised invoices.
3. **You** will permit **us** to appoint our own medical advisors to examine **you** as often as they require.

HOW WE DEAL WITH YOUR CLAIM

FRAUDULENT CLAIMS

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

OTHER INSURANCE

We will not pay for any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

DEFENCE OF CLAIMS

Insurers shall be entitled to take over and conduct in **your** name, the defence or settlement of any claim, or to prosecute in **your** name for own benefit, any claim for indemnity, or damages, or otherwise and shall have full discretion in the conduct of any proceedings, and in the settlement of any claim.

ADDITIONAL INFORMATION

1. **We** reserve the right to appoint a loss assessor or to take a second veterinary opinion.
2. Parts for the repair of **carriages** can take time to be provided to repairers, this is outside the control of both the **Insurer** and the repairer.

COMPLAINTS PROCEDURE

What to do if you have a Complaint

It is always **our** intention to provide a first class standard of service, however if **you** have any cause for complaint, **you** should:

In the first instance contact:

The Proprietor
Carriage House Insurance Services
Spring Farm
Stratford St. Mary
Colchester
Essex
CO7 6NB
United Kingdom

Telephone: (01206) 337388
Email: carriagehouseinsurance@btopenworld.com

In the event **you** remain dissatisfied **you** can refer matters to:

The Compliance Officer
Catlin Insurance Company (UK) Ltd.
3 Minster Court
Mincing Lane
London
EC3R 7DD
Voicemail: 0207 743 8487
Email: catlinukcomplaints@catlin.com

Complaints that cannot be resolved by Catlin Insurance Company (UK) Ltd. may be referred to the Financial Services Ombudsman. They can be contacted at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone 0845 080 1800 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

This complaint procedure does not affect **your** right to take legal action.

COMPENSATION

Catlin Insurance Company (UK) Ltd. is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet our obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk

Thank You for Choosing Carriagehouse Insurance
for Your Complete Donkey Policy



Carriagehouse Insurance Equestrian Specialists
The Predictable Helping You with the Unpredictable!